

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X

Index No.

PRIME 4 VENTURES, INC.

Plaintiff,

**COMPLAINT**

-against-

CREATIVE CONCEPTS OF AMERICA, INC.  
and RED BULL, INC.

Defendants.

-----X

Plaintiff, by its attorneys, Cobert, Haber & Haber, as and for its Complaint set forth as follows:

**AS AND FOR A FIRST CAUSE OF ACTION**

1. At all times hereinafter mentioned, PRIME 4 VENTURES, INC. was and is a corporation organized and existing under the laws of the State of New York.

2. Upon information and belief, at all times hereinafter mentioned, the defendant, CREATIVE CONCEPTS OF AMERICA, INC., (hereinafter "CREATIVE CONCEPTS") was and is a corporation duly organized and existing under the laws of the State of Florida.

3. Upon information and belief, at all times hereinafter mentioned, the defendant, CREATIVE CONCEPTS was authorized to do business in the State of New York.

4. Upon information and belief, at all times hereinafter mentioned, the defendant, CREATIVE CONCEPTS did business in the State of New York.

5. That defendant, RED BULL NORTH AMERICA INC. (hereinafter "RED BULL") was and is a corporation organized and existing under the laws of the State of California.

6. Upon information and belief, at all times hereinafter mentioned, the defendant, RED BULL authorized to do business in the State of New York.

7. Upon information and belief, at all times hereinafter mentioned, the defendant, RED BULL did business in the State of New York.

8. That defendant, RED BULL, is in the business of bottling, canning, marketing and selling a high energy drink known as "Red Bull" throughout the United States and other parts of North America, and also throughout the world.

9. That heretofore the defendants RED BULL and CREATIVE CONCEPTS entered into an agreement, upon information and belief, which provided in part that CREATIVE CONCEPTS would be given the right to assist RED BULL in marketing its product through vending machines in the State of New York.

10. That on or about November 22, 2005, the plaintiff and defendant, CREATIVE CONCEPTS, entered into an agreement whereby CREATIVE CONCEPTS would sell vending machines to the plaintiff exclusively for the distribution and sale of RED BULL products and, in part, this plaintiff would be the sole distributor for said area. In addition, it was also to be a distributor in the boroughs of Brooklyn and Bronx and the counties of Nassau, Suffolk, Queens and Richmond, although in those areas it

would not be exclusive. In accordance with such agreement, the plaintiff paid to the defendant the sum of \$150,745.00 for 50 vending machines and 10,000 energy drinks.

11. Thereafter, the plaintiff accepted delivery of Fifty (50) vending machines, but soon discovered that there were other parties that defendants had contracted with to sell the RED BULL product in the County of New York, where plaintiff was to have sole distribution rights. That the acts of the defendants breached the contract between the plaintiff and the defendants.

12. That due to the foregoing, the defendants are liable to the plaintiff for the sum of \$500,000.00.

**AS AND FOR A SECOND CAUSE OF ACTION**

13. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs numbered "1" through "12" inclusive of this complaint with the same force and effect as though more fully set forth at length herein.

14. That RED BULL knowingly entered into an agreement with CREATIVE CONCEPTS for them to market its product.

15. That RED BULL knew that CREATIVE CONCEPTS was giving an exclusive distributorship to the plaintiff in the County of New York.

16. That the act of RED BULL in permitting the sale of its product by others when it knew its agent had entered into an agreement for exclusive distributorship

of said product by plaintiff constitutes tortious interference with business opportunity, a *prima facie* tort.

17. That due to the foregoing, the defendant, RED BULL, is liable to the plaintiff in the sum of \$500,000.00.

WHEREFORE, plaintiff demands judgment against the defendants as follows:

- (a) On the first cause of action in a sum of not less than \$ 500,000.00, together with interest, costs and disbursements;
- (b) On the second cause of action in the sum of \$500,000.00 together with interest, costs and disbursements.

Dated: June 1, 2007  
Garden City, NY

COBERT, HABER & HABER

  
By: Eugene P. Haber, Esq.  
Attorney for Plaintiff  
1050 Franklin Avenue - Suite 507  
Garden City, NY 11530  
(516) 248-7844

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~~Defendants.~~

~~FILED~~ SUMMONS AND COMPLAINT JUN 08 2007

COBERT, HABER & HABER

Attorneys for Plaintiff  
1050 Franklin Avenue, Suite 507  
Garden City, NY 11530  
(516) 248-7844

COUNTY CLERK'S OFFICE  
NEW YORK

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document(s) are not frivolous.

Dated: Garden City, N.Y.  
June 1, 2007

Is hereby admitted.

Service of a copy of the within  
Dated: Garden City, N.Y.  
June 1, 2007

Attorney(s) for

PLEASE TAKE NOTICE:

NOTICE OF ENTRY

That the within is a (certified) true copy of a \_\_\_\_\_ entered in the office of the Clerk of the within-named Court on \_\_\_\_\_

NOTICE OF SETTLEMENT

That an Order of which the within is a true copy will be presented for settlement to the Hon. one of the judges of the within-named Court on \_\_\_\_\_

Dated: Garden City, N.Y.  
June 1, 2007

COBERT, HABER & HABER

Attorneys for Plaintiff  
1050 Franklin Avenue - Suite 507  
Garden City, NY 11530

To:  
Attorney(s) for